

**National Seeds Corporation Ltd.**  
**(A Government of India Undertaking)**  
**Regional office :65- Pandariba, Lucknow**

**TERMS AND CONDITION FOR PURCHASE OF WHEAT CERTIFIED SEED**

National Seeds Corporation Limited(NSC) desires to purchase following Wheat good quality certified seed FRESH FROM RABI 2010-11 PRODUCTION for marketing duly packed and tagged in NSC bags from reputed seed producers/organizers/cooperative societies and seed companies herein after called as tenderer/supplier on the following trms and conditions in two bid system.

S.No.	Crop/Variety	Quantity in (Qtls.)
1	<u>Wheat Certified Seeds</u>	
	PBW-343	55000
	PBW-373	25000
	PBW-502	18000
	TOTAL	98000

**TWO BID SYSTEMS:**

Two independent sealed envelopes should be prepared as detailed below:

- 1. ENVELOPE NO.1(SEALED)**  
This envelope should be marked as ENVELOPE NO.1—TECHNICAL BID FOR SUPPLY OF WHEAT CERTIFIED SEED and should contain following papers with covering letter on letter head(Tenderer should invariably mention their name address etc. on left hand side of envelope for clear identification)
- 2. ENVELOPE NO.2(SEALED)**  
This envelope should be marked as ENVELOPE NO. 2- SUPPLY OF WHEAT CERTIFIED SEED and should contain PART "B" (Tenderer should invariably mentiion their Name, Address etc. on left hand side of envelope for clear identification.
- Both envelopes shold be placed in one big sealed envelope superscribing "TENDER FOR SUPPLY OF WHEAT CERTIFIED SEED." The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, 65, PANDARIBA, LUCKNOW.
- Tenderer must affix seal and put address on each envelope.

**TERMS AND CONDITIONS:**

- The tenderer shall present the offer on his letter-head using the enclosed offer format. The offer for less than 5000 qtls (each variety not less than 1000 qtls.) will not be entertained.
- Rate shall be quoted in per qtl. Ex-godown for the net final eleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on taxes etc. if any leviabale shall be entertained.
- The tender shall be accompanied by interest free EMD of Rs. 5.00 lakh as mentioned in Technical Bid in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Lucknow. Tender without EMD will be rejected. **Any exemption of EMD will not be entertained.** EMD of unsuccessful tenderers except the lowest three will be returned through A/C payee cheque within 45 days of tender opening EMD of the lowest three will be returned after the entire deal is over or four months whichever is later. Outstanding amount, if any of the seed producer with NSC will not be considered for the EMD purpose.

4. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., RO, Lucknow upto 12.00 hrs on date 07.10.2011 and technical bids will be opened on the same date and place at 13.00 hrs. in the presence of those tenderers, who may wish to be present. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time may be rejected.
5. The tenderer will submit a properly labeled/sealed representative's sample of one kg. seed of Wheat Certified Seed Lots alongwith the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
6. The tenderer's offer shall be valid at least for two months and should be at least for 5000 qtls in which each variety should not be less than 1000 qtls. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5<sup>th</sup> days of demand letter/despatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance but the lifting of seed can be started by NSC from 15<sup>th</sup> October 2011 onward during Rabi 2011-12 sowing season in good physical appearance and lusture to NSC's satisfaction.
7. Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supply against 90% benchmark. For deliberate delayed supplies penalty of Rs. 2/- per day per qtl. may be charged.
8. The successful tenderer shall remit interest free Security Deposit 5% of the total value of the supply at the approved rate or Five lakhs whichever is more in form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., Lucknow. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/ intimation. Failure to remit the Security Deposit will imply forfeiture of EMD.
9. The successful tenderer shall at his cost will execute an agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
10. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
11. The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags, while NSC will issue letter to SSCA for the same.
12. The tenderer shall make available to NsC a copy of the Release Order/Certificate issued by the State Seed Certification Agency(SSA) for each lot delivered to NSC.
13. NSC will draw representative samples of the final cleaned/graded seed lots offered by the tenderer and have them analyzed in NSC's Quality Control Laboratory(QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25 % more quantity than the supply order, to ensure that in event of failure of any lot in QCL there is no shortfall in the supply from the ordered quantity.
14. NSC will supply the packing material-bags and labels, while the supplier will provide the certification tag. Thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weighthment and loading at his cost.
15. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-1988, as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.

16. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting tenderer.
17. NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease/increase may not exceed 25 % of the NIT quantity.
18. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance with mutual consent.
19. 90% payment will be released through RTGS/Crossed A/C payee cheque within 15 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions.
20. NSC will retain 10% payment along with the Security Deposit as retention money for 120 days.
21. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.
22. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
23. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
24. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
25. In the event of any question/ dispute or difference arising between NSC and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms & Condition in any manner the matter shall be referred to the Sole Arbitrator who may be appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi and has been delegated with such powers. The tenderer shall have no objection in this regard. Also the Courts of Delhi/New Delhi alone shall have jurisdiction to adjudicate thereon.

#### **OTHER TERMS AND CONDITIONS:**

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax/ Central Sales Tax/ VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in test results the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.

9. The tenderer will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone Nos. E.Mail, name of the responsible person in the tender form itself so as to make further communication.

For the tenderer's use

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date:

(Seal)

Signature of the tenderer

Name: -----

Full Address: -----

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**TECHNICAL BID : PART-A**

**PROFORMA FOR TECHNICAL BID**

Name & Address of the bidder:

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S. No	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	Seed Production Experience Years	ST/ Tin PAN No.	Details of Seed Prod. of Prev. Two Yrs.	Quantity offered for supply (Qtls)
1	2	3	4	5	6	7	8

2. As desired 1 kg. of true representative samples of each of the above is presented separately.
3. Also as required EMD of Rs. 5,00,000/- (Rupees Five Lakhs) is enclosed vide DD No.----- Dated ----- drawn in favour of National Seeds Corporation Ltd., payable at Lucknow
4. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.
5. Keenly looking forward to your esteemed order.

Dated: -----  
Place -----

Signature -----  
Name -----  
Complete Address: -----  
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Phone No.-----  
Fax No.-----  
E.Mail -----

**FINANCIAL BID: PART—B**

**FINANCIAL BID**

**(Form for offer by tenderers to be sent in sealed ENVELOPE)**

From:

M/S -----  
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To:

The Regional Manager,  
National Seeds Corporation Ltd.,  
Lucknow

Sir,

With reference to your advertisement dated 07.10.2011 we hereby quote our most competitive offer for the supply of Wheat Certified Seed as per the Terms & Conditions provided by you. The particulars of offer are given below:

S.No.	Crop/Variety	Class	Quantity Offered (Qtls)	Rate per Quintal (ex-godown) for final cleaned/graded quantity in NSC Packing	
				In figures	In words
1	Wheat	C/S			
2	Wheat	C/S			
3	Wheat	C/S			

Yours faithfully,

Signature -----

Name : -----

(Complete Address) -----  
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Phone No.-----

Fax No.-----

E.Mail -----

Seal

Date:-----

Place: -----